

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 19, 22, 23, 24 AND 30		1. REQUESTION NUMBER PR-R7-12-00115		PAGE OF 1 14	
2. CONTRACT NO. 22-12-00115		3. OFFEROR NAME AMERICAN		4. OFFEROR ADDRESS 10000 1st St NW	
5. OFFEROR CITY/STATE/ZIP Wash DC 20004		6. OFFEROR PHONE 202 551 7000		7. OFFEROR FAX 202 551 7000	
8. OFFEROR E-MAIL AMERICAN@AMERICAN.COM		9. OFFEROR WEBSITE WWW.AMERICAN.COM		10. OFFEROR DATED FOR TIME 10/08/12	
11. OFFEROR TYPE SOLE		12. OFFEROR TYPE SOLE		13. OFFEROR TYPE SOLE	
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SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER PR-R7-12-00115		PAGE OF 1 14	
2. CONTRACT NO. EP-R7-12-06		3. AWARD/ EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Patricia Hawkins		b. TELEPHONE NUMBER (No collect calls) 913-551-7379		8. OFFER DUE DATE/LOCAL TIME	
9. ORDERED BY Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		CODE R7		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> 8(A)		<input checked="" type="checkbox"/> SET ASIDE: % FOR NAICS: 541211 SIZE STANDARD: \$8.5	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO R7 901 North 5th St. Kansas City KS 66101		CODE R7		16. ADMINISTERED BY Region 7 US Environmental Protection Agency 901 North 5th Street Kansas City KS 66101		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
17a. CONTRACTOR/OFFEROR JONES AND COMPANY PROFESSIONAL CORPORATION Attn: AUDREY Y JONES CPA 6014 ROOSEVELT PLACE FONTANA CA 923364513		CODE 613647580 FACILITY CODE		18a. PAYMENT WILL BE MADE BY RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711		CODE RTP FMC	
PHONE NO. 9092014739				CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			
19. ITEM NO.				20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	
						22. UNIT	
						23. UNIT PRICE	
						24. AMOUNT	
0001				DUNS Number: 613647580 Perform all work and services in accordance with the attached PWS entitled Audit Services. COR: Nancy Healy 913-551-7713; e-mail: healy.nancy@epa.gov Max Expire Date: 04/05/2017 Delivery: 04/05/2013 Base Year - Audit Services (Use Reverse and/or Attach Additional Sheets as Necessary)		31,000.00	
25. ACCOUNTING AND APPROPRIATION DATA See schedule						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$31,000.00	
<input type="checkbox"/> 27a SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input checked="" type="checkbox"/> 27b CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28 CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
NAME AND TITLE OF SIGNER (Type or print)				30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or print)	
						Jack L. Peterson	
						31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Period of Performance: 4/6/2012 thru 4/5/2013 Obligated Amount: \$31,000.00 Accounting Info: 11-E2-07K3-202B80-2584-11CA-1207K32001-001 BFY: 11 Fund: E2 Budget Org: 07K3 Program (PRC): 202B80 Budget (BOC): 2584 Job #: 11CA DCN - Line ID: 1207K32001-001 Funding Flag: Partial Funded: \$15,500.00 Accounting Info: 11-E3-07K3-201B81-2584-11DA-1207K32001-002 BFY: 11 Fund: E3 Budget Org: 07K3 Program (PRC): 201B81 Budget (BOC): 2584 Job #: 11DA DCN - Line ID: 1207K32001-002 Funding Flag: Partial Funded: \$15,500.00				
0002	Option Year I - Audit Services Period of Performance: 4/6/2013 thru 4/5/2014 (Option Line Item) 03/05/2013				
0003	Option Year II - Audit Services Period of Performance: 4/6/2014 thru 4/5/2015 (Option Line Item) 03/05/2014				
0004	Option Year III - Audit Services Continued ...				

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		42a. RECEIVED BY (Print)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

EP-R7-12-06

PAGE OF

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NAME OF OFFEROR OR CONTRACTOR

JONES AND COMPANY PROFESSIONAL CORPORATION

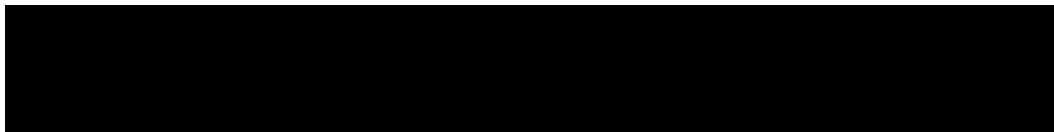
FORM NO. A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0005	Period of Performance: 4/6/2015 thru 4/5/2016 (Option Line Item) 03/05/2015 Option Year IV - Audit Services Period of Performance: 4/6/2016 thru 4/5/2017 (Option Line Item) 03/05/2016 The obligated amount of award: \$31,000.00. The total for this award is shown in box 26.				

(End of Clause)

EPARR 1552.237-72, KEY PERSONNEL

Key Personnel (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:



(b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

(End of clause)

EPAAR 1552.242-71 CONTRACTOR PERFORMANCE EVALUATIONS (JULY 2011)

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR 1542.15, the EPA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractors must register in CPARS in order to view/comment on their past performance reports.

(End of clause)

52.232-32 -- Performance-Based Payments (Aug 2010)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.*

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

AUDIT SERVICES

Performance Work Statement (PWS)

SCOPE OF WORK TO BE PERFORMED

The contractor shall audit the Missouri Department of Natural Resources (MDNR) Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) financial statements for the fiscal years ending June 30, 2012 in accordance with auditing standards generally accepted in the United States; including Governmental Auditing Standards, issued by the Comptroller General of the United States and generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants.

The audit shall include review, verification, and testing of the MDNR's accounting records and procedures in order to knowledgeably express an opinion on the fair presentation of the SRFs' financial statements in conformity with generally accepted accounting principles, internal controls, and MDNR's compliance with laws and regulations as required by *Government Auditing Standards*.

The contractor is acting solely as independent accountants. The contractor is not acting in any way as a fiduciary or assuming any fiduciary responsibilities for the MDNR.

The contractor shall make audit documentation available to EPA upon request.

Contractor Qualifications: The contractor shall provide a detailed description of three projects of similar scope performed within the last five years with satisfactory performance. Descriptions shall include client references including contact number, email address, and dollar amount for each project.

Resume of key personnel (Senior Auditor) responsible for the work specified in the Performance Work Statement shall be included. Senior Auditor shall be a CPA, licensed to practice public accounting in Missouri, and have at least five years experience performing similar auditing services. This information shall be submitted with the proposal.

Contractor Pricing: The contractor shall provide a Firm Fixed Price proposal for Auditing Services. See attached Pricing Schedule. Contractor shall submit a completed copy of the Pricing Schedule with the proposal.

Proposal: The proposal shall include a description of the work to be performed for each SRF audit (CWSRF and DWSRF) as well as a milestone schedule for activities and deliverables for the base year and option years. In addition, it shall contain a staffing plan which includes resumes for the individuals proposed.

Selection: A Firm Fixed Price contract will be awarded to the contractor proposal that is the Lowest Price Technically Acceptable. The Government intends to evaluate proposals and make award without discussions.

Task 1 – Financial Statement Audit

The contractor shall perform an audit the State of Missouri's Clean Water State Revolving Fund financial statements and the Drinking Water State Revolving Funds business-type activities for the year ending June 30, 2012 which collectively comprise the basic financial statements. The financial statements shall be prepared in accordance with accounting principles generally accepted in the United States of America.

The audit shall be conducted in accordance with standards generally accepted in the United States of America and *Government Auditing Standards* issued by the Comptroller General of the United States. The auditor shall communicate in writing to MDNR management and any governing boards, any significant deficiencies or material weaknesses that become known to us during the course of the audits.

In addition to the reports on the SRFs' financial statements, the auditor shall also issue the following reports or types of reports to those individuals listed in the deliverables:

- Reports on internal control related to the financial statements. These reports shall describe the scope of testing of internal control and the results of the tests of internal controls.
- Reports on compliance with laws, regulations and the provisions of contracts or grant agreements. The auditor shall report on any noncompliance which could have a material effect on the financial statements.
- A schedule of findings and responses.

Note: This contract does not include any OMB Circular A-133 audit work.

The contractor's audit shall be designed to provide reasonable, but not absolute, assurance of detecting misstatements, whether caused by error or fraud, which in the contractor's judgment could have a material effect on the financial statements as a whole. The audit shall not be designed to detect error or fraud that is immaterial to the financial statements. The audit shall be based upon selective testing of data, involving judgment both as to the number of transactions to be examined and the areas to be tested, which is generally accepted as a valid and sufficient basis for an auditor to express an opinion on financial statements.

The contractor shall disclose within the audit report to EPA and MDNR any irregularities and illegal acts.

The contractor's report shall include weaknesses and deficiencies noted as well as suggestions for improvement. The Contractor shall meet with MDNR at the MDNR office, prior to submission of the report to discuss report contents. The contractor shall schedule this meeting and invite the EPA Project Officer on the invitation.

The contractor's reporting of internal control and compliance shall include a statement that the report is intended for the information and use of EPA, MDNR, federal awarding agencies, and pass-through entities, and is not intended to be, and should not be used by anyone other than these specified parties.

The contractor shall submit a management letter to MDNR describing any deficiencies or opportunities for accounting and reporting improvements with specific mention of any reportable conditions or material weaknesses.

The EPA and MDNR shall ensure the contractor has access to, and copies of, relevant reports, regulations, work papers, and guidance. To understand more about the CWSRF and DWSRF, please see websites:

www.epa.gov/safewater/dwsrf and www.epa.gov/owm/cwfinance/cwsrf

For specific information about MO's CWSRF and DWSRF, see their website at: <http://www.dnr.mo.gov/env/wpp/srf> (click "Wastewater" for CWSRF; click "Drinking Water" for DWSRF).

DELIVERABLES

All deliverables shall be prepared using Microsoft Office. One hardcopy and one electronic copy shall be submitted for all draft and final reports. Deliverables should be addressed and emailed to:

Missouri Department of Natural Resources
Water Protection Program
PO Box 176
Jefferson City, MO 65102-0176
ATTN: Tonya Roth, Financial Assistance Center
Tonya.Roth@dnr.mo.gov

and

US Environmental Protection Agency
901 N. 5th Street
Kansas City, KS 66101
ATTN: Nancy Healy, WWPD/WIMB
Healy.Nancy@epa.gov

BASE PERIOD (4/6/12 – 4/5/13):

Draft 2012 CWSRF Financial Statement Audit and Related Report – due NLT November 30, 2012.

Draft 2012 DWSRF Financial Statement Audit and Related Report - due NLT November 30, 2012.

Final CWSRF Financial Statement Audit and Related Reports – due NLT 10 days after receipt of MDNR comments

Final DWSRF Financial Statement Audit and Related Reports – due NLT 10 days after receipt of MDNR comments

Management Letter to MDNR to be submitted with the final audit report

OPTION YEARS:

Option Period I (4/6/13 – 4/5/14)

Draft 2013 CWSRF Financial Statement Audit and Related Report – due NLT November 30, 2013.

Draft 2013 DWSRF Financial Statement Audit and Related Report - due NLT November 30, 2013.

Final CWSRF Financial Statement Audit and Related Reports – due NLT 10 days after receipt of MDNR comments

Final DWSRF Financial Statement Audit and Related Reports – due NLT 10 days after receipt of MDNR comments

Management Letter to MDNR to be submitted with the final audit report

Option Period II (4/6/14 – 4/5/15)

Draft 2014 CWSRF Financial Statement Audit and Related Report – due NLT November 30, 2014.

Draft 2014 DWSRF Financial Statement Audit and Related Report - due NLT November 30, 2014.

Final CWSRF Financial Statement Audit and Related Reports – due NLT 10 days after receipt of MDNR comments

Final DWSRF Financial Statement Audit and Related Reports – due NLT 10 days after receipt of MDNR comments

Management Letter to MDNR to be submitted with the final audit report

Option Period III (4/6/15 – 4/5/16)

Draft 2015 CWSRF Financial Statement Audit and Related Report – due NLT November 30, 2015.

Draft 2015 DWSRF Financial Statement Audit and Related Report - due NLT November 30, 2015.

Final CWSRF Financial Statement Audit and Related Reports – due NLT 10 days after receipt of MDNR comments

Final DWSRF Financial Statement Audit and Related Reports – due NLT 10 days after receipt of MDNR comments

Management Letter to MDNR to be submitted with the final audit report 2015,

Option Period IV (4/6/16 – 4/5/17)

Draft 2016 CWSRF Financial Statement Audit and Related Report – due NLT November 30, 2016.

Draft 2016 DWSRF Financial Statement Audit and Related Report - due NLT November 30, 2016.

Final CWSRF Financial Statement Audit and Related Reports – due NLT 10 days after receipt of MDNR comments

Final DWSRF Financial Statement Audit and Related Reports – due NLT 10 days after receipt of MDNR comments

Management Letter to MDNR to be submitted with the final audit report

Basis for Payment: The contractor may invoice for payment upon successful completion of the:

- 1) two draft deliverables (Draft CWSRF & Draft DWSRF) at 50% of the annual Firm Fixed Price contract amount, and
- 2) two final deliverables (Final CWSRF & Final DWSRF) and the Management Letter to MDNR at 50% of the annual Firm Fixed Price contract amount.

Reference FAR 52.232-32, Performance-Based Payments.

INVOICING INSTRUCTIONS

Invoices shall contain the following information: Purchase Order Number, Description of commodities/services furnished, and period of performance which must match the Purchase Order Contract dates, DUNS number and amount due. For payment information, contact the RTP Finance Center Customer Service (919) 541-0616, reference your Purchase Order number.

Invoices shall be sent to:

US EPA RTP – Finance Center
Mail Drop D143-02
109 TW Alexander Drive
Durham, NC 27711

Or by email at:

RTPReceiving@epa.gov

TAX EXEMPT

The Federal Government is exempted from paying taxes. Our tax exempt number is 52-085-2695.

CONTRACT CLAUSES (COMMERCIAL SUPPLIES AND/OR SERVICES)

CLAUSES INCORPORATED BY REFERENCE – 52.252-2 (APR 84)

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. They are also available on the Federal Acquisition Regulation website.

- 52.202-1 DEFINITIONS. (JUL 2004)
- 52.203-3 GRATUITIES (APR 84)
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 84)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) - ALTERNATE I (OCT 1995)
- 52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)
- 52.204-3 TAXPAYER IDENTIFICATION (OCT. 98)
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
- 52.204-6 DATA UNIVERSAL NUMBER SYSTEM (OCT 03)
- 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)
- 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)
- 52.212-1 INSTRUCTIONS TO OFFERORS
- 52.212-3 OFFEROR REPRESENTATIVES AND CERTIFICATIONS AND CERTIFICATIONS COMMERCIAL ITEMS
- 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS
- 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS
- 52.213-3 NOTICE TO SUPPLIER. (APR 1984)
- 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)
- 52.216-25 CONTRACT DEFINITIZATION (OCT 1997)
- 52.217-5 EVALUATION OF OPTIONS (JUL 1990)
- 52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE
- 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
- 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)
- 52.222-3 CONVICT LABOR. (JUN 2003)
- 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 95)
- 52.222-19 CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (AUG 2009)
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES. (FEB 1999)
- 52.222-26 EQUAL OPPORTUNITY. (MAR 2007)
- 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS. (SEP 2006)
- 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 98)
- 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 07)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)
 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
 52.223-14 TOXIC CHEMICAL RELEASE REPORTING. (AUG 2003)
 52.225-3 BUY AMERICAN ACT – SUPPLIES (JAN 94)
 52.225-13 RIGHTS IN DATA-GENERAL
 52.225-18 PLACE OF MANUFACTURE
 52.227-14 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES. (JUN 2008)
 52.228-5 INSURANCE-WORK ON A GOVERNMENT INSTALLATION (JAN 97)
 52.229-3 FEDERAL, STATE, AND LOCAL TAXES. (APR 2003)
 52.232-1 PAYMENTS. (APR 1984)
 52.232-8 DISCOUNTS FOR PROMPT PAYMENT. (FEB 2002)
 52.232-11 EXTRAS. (APR 1984)
 52.232-18 AVAILABILITY OF FUNDS. (APR 1984)
 52.232-25 PROMPT PAYMENT. (OCT 2008)
 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION. (OCT 2003)
 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER - OTHER THAN CENTRAL CONTRACTOR REGISTRATION. (MAY 1999)
 52.233-1 DISPUTES. (JUL 2002)
 52.233-2 SERVICE OF PROTEST
 52.233-3 PROTEST AFTER AWARD. (AUG 1996)
 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM. (OCT 2004)
 52.236-9 PROTECTION OF EXISTING VEGETATION, STRUCTURES EQUIPMENT, UTILITIES, AND IMPROVEMENTS
 52.243-1 CHANGES - FIXED-PRICE. (AUG 1987)
 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS. (APR 2010)
 52.246-2 INSPECTION OF SUPPLIES - FIXED-PRICE. (AUG 1996)
 52.246-4 INSPECTION OF SERVICES - FIXED-PRICE. (AUG 1996)
 52.249-1 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM). (APR 84)
 52.249-8 DEFAULT - FIXED PRICE SUPPLY AND SERVICE (APR 84)

EPAAR CLAUSES

EPAAR 1552.235-71 (APR 84) TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION
 EPAAR 1552.235-96 (APR 96) TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION
 EPAAR 1552.235-79 (APR 96) RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION
 EPAAR 1552.235-80 (OCT 2000) ACCESS TO CONFIDENTIAL BUSINESS INFORMATION

CLAUSES INCORPORATED BY FULL TEXT:

52.217-8 Option to Extend Services (Nov 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

(End of Clause)

52.217-9 Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months (5 years).

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

- (i) Failure to make progress; or
- (ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost, stolen, damaged, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.*

(1) No payment or vesting of title under this clause shall --

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.





(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

Audit Services - Firm Fixed Price
U.S. EPA Region 7

CLIN DESCRIPTION	UNIT	PRICE
0001 Base Year Audit Services	Lump Sum	<u>\$31,000.00</u>
OPTIONAL CLIN		
0002 Option Year 1 Audit Services	Lump Sum	
OPTIONAL CLIN		
0003 Option Year 2 Audit Services	Lump Sum	
OPTIONAL CLIN		
0004 Option Year 3 Audit Services	Lump Sum	
OPTIONAL CLIN		
0005 Option Year 4 Audit Services	Lump Sum	
CONTRACT TOTAL		
CLINs (0001 - 0005)	Lump Sum	<u>\$139,000.00</u>

NOTE: Prices include any/all labor, equipment, materials, and travel necessary to perform the service described.